

Rutherford County Airport Authority
Parcel Tax Pin: 1644058

OFFER TO PURCHASE AND CONTRACT

The Rutherford County Airport Authority, as Buyer, hereby offers to purchase and Julius Ray Owens and wife, Wanda D. Owens, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Rutherfordton, County of Rutherford, State of North Carolina, being known as and more particularly described as: Street Address: 154 Goshen Road, Rutherfordton, North Carolina Zip 28139
Legal Description: Approximately 10 acres and residence located thereon; Parcel Tax Pin 1644058
(All of the property in Deed Reference: Book 360, Page No. 469, Rutherford County.)

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. PURCHASE PRICE: The purchase price is \$300,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by bank check to be deposited and held in escrow by Elizabeth T. Miller, Attorney at Law ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$299,500.00 BALANCE of the purchase price in cash at Closing.

4. CONDITIONS.

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the use of the property as an airport.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

5. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

- 6. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing.
- 7. EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to title search, title insurance, recording the deed, for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.
- 8. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.
- 9. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.
- 10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION, CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**
- 11. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.
- 12. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before June 30, 2013, at a place designated by Buyer. **TIME IS OF THE ESSENCE.** The deed is to be made to the Rutherford County Airport Authority.
- 13. POSSESSION:** The Buyer must vacate the premises on or before ninety (90) days post Closing.
- 14. OTHER PROVISIONS AND CONDITIONS:** This Offer to Purchase and Contract is contingent upon approval by the Rutherford County Airport Authority Board. This Offer to Purchase and Contract is contingent upon approval by the North Carolina Division of Aviation and acknowledgement by the North Carolina Division of Aviation that the purchase price is an expenditure which is eligible for reimbursement with grant funding. The obligation of the Buyer to purchase the real property is specifically contingent upon closing occurring on or before June 30, 2013. If closing does not occur on or before June 30, 2013, for any reason, then the Buyer may terminate this contract, receive a refund of its earnest money deposit and have no further legal obligation to the Seller with regard to this contract.
- 15. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.
- 16. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.
- 17. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

20. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Date: 6-25-2013
Buyer: [Signature] (SEAL)
John Robert Howard, Chair
Rutherford County Airport Authority

Date: June 18, 2013
Seller: [Signature] (SEAL)
Julius Ray Owens

Date: 6-18-13
Seller: [Signature] (SEAL)
Wanda D. Owens

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 6-25-2013

Firm: Elizabeth T. Miller, Atty at Law

By: [Signature]
(Signature)

A. Settlement Statement

**U.S. Department of Housing
and Urban Development**

OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unis.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower Rutherford Airport Authority 622 Airport Road Rutherfordton, NC 28139	E. Name and Address of Seller Julius Ray Owens Wanda D. Owens 154 Goshen Rd. Rutherfordton, NC 28139	F. Name and Address of Lender N/A
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G. Property Location 118/154 Goshen Road Rutherfordton, NC 28139 Deed Book 360, Page 469 PIN: 16-44058	H. Settlement Agent Elizabeth T. Miller Place of Settlement Offices of Elizabeth T. Miller, Attorney at Law	Settlement Date 6/30/2013
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J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	300,000.00	401. Contract sales price	300,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,307.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
120. GROSS AMOUNT DUE FROM BORROWER	302,307.75	420. GROSS AMOUNT DUE TO SELLER	300,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money-ETM	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	**
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff to BB&T as of 6/28/13	7,608.30
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/01/2013 to 06/28/2013	482.91	511. County taxes 1/01/2013 to 06/28/2013	482.91
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
220. TOTAL PAID BY/FOR BORROWER	982.91	520. TOTAL REDUCTION AMOUNT DUE TO SELLER	8,091.21
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	302,307.75	601. Gross amount due to seller (line 420)	300,000.00
302. Less amounts paid by/for borrower (line 220)	982.91	602. Less reductions in amount due seller (line 520)	8,091.21
303. CASH ([X] FROM) ([] TO) BORROWER	\$301,324.84	603. CASH ([X] TO) ([] FROM) SELLER	\$291,908.7

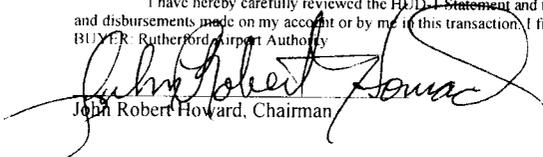
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

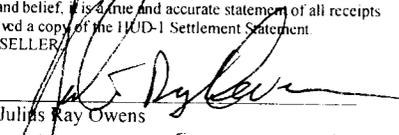
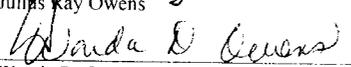
*2013 taxes are prorated based on 2012 tax rates. The Buyer is given credit for the Seller's portion and the Buyer will be responsible for the 2013 taxes.

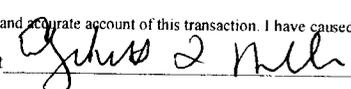
**Pursuant to Offer to Purchase and Contract, Buyer is to pay deed preparation and revenue stamps of Seller.

L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$		
@ Division of commission (line 700) as follows:		
701. \$		
702. \$		
703. Commission paid at Settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan origination fee % to		
802. Loan discount %		
803. Appraisal fee to		
804. Credit report to		
805. Lender's Inspection Fee to		
806. Mortgage Insurance Application Fee to		
807. Assumption Fee to		
811. Tax Service Fee to		
812. Flood Cert Fee to		
813.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @ /days		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium balance for year		
904.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance months @\$ per month		
1002. Mortgage Insurance months @\$ per month		
1003. City property taxes months @\$ per month		
1004. County property taxes months @\$ per month		
1005. Annual assessments months @\$ per month		
1006. months @\$ per month		
1007. months @\$ per month		
1008. Aggregate Escrow Adjustment		
1100. TITLE CHARGES		
1101. Settlement or closing fee to		
1102. Abstract of title search to		
1103. Title examination to St. John Title Co., LLC (\$495.75)		POC
1104. Title insurance binder to		
1105. Document preparation to Robert W. Wolf	**125.00	**
1106. Notary fees to		
1107. Attorney's fees to Elizabeth T. Miller (\$500.00 + \$495.75 title search POC)	995.75	
(includes above items Numbers:)		
1108. Title insurance to Fidelity National Title Ins.	540.00	
(includes above items Numbers:)		
1109. Lender's coverage \$		
1110. Owner's coverage \$300,000.00		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$26.00; Mortgage \$;	26.00	
1202. City/county tax/stamps: Deed \$ 600.00 ; Mortgage \$	**600.00	**
1203. State tax/stamps: Deed \$; Mortgage \$		
1204. Recording mylar	21.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303.		
1400. TOTAL SETTLEMENT CHARGES (enter on line 103, Section J and line 502, Section K)	\$2,307.75	\$**

CERTIFICATION
 I have hereby carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER: Rutherford Airport Authority

 John Robert Howard, Chairman

SELLER:

 Julius Ray Owens

 Wanda D. Owens

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.
 Date: June 28, 2013 Settlement Agent 

NOTES:

- THIS SURVEY IS BASED ON DEED AND EXISTING MONUMENTATION AS SHOWN.
- PARCELS MAY BE SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, RESERVATIONS AND RESTRICTIONS WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
- ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
- COPYRIGHT © JOEL JOHNSON LAND SURVEYING. ALL RIGHTS RESERVED. REPRODUCTION OR USE OF THE CONTENTS OF THIS DOCUMENT, ADDITIONS OR DELETIONS TO THIS DOCUMENT, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT OF THE LAND SURVEYOR IS PROHIBITED. ONLY COPIES FROM THE ORIGINAL OF THIS DOCUMENT, MARKED WITH AN ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR SHALL BE CONSIDERED TO BE VALID. TRUE COPIES.
- TRAVERSE ADJUSTED BY COMPASS METHOD TO 1:61,015.
- PROPERTY HAS NOT BEEN INSPECTED FOR WETLANDS OR FLOOD HAZARDS.
- ALL ADJOINING PROPERTY INFORMATION WAS TAKEN FROM CURRENT LAND RECORDS INFORMATION AS OF DATE OF SURVEY BUT IT SHOULD BE NOTED THAT ALL PUBLIC LAND RECORDS INFORMATION MAY NOT BE CURRENT OR UP TO DATE.

STATE OF NORTH CAROLINA
 COUNTY OF RUTHERFORD
 Filed for registration at _____ o'clock _____ M this _____ day of _____ 2013 and recorded in PLAT CAB _____ of SLIDE _____

- REGISTER OF DEEDS -

STATE OF NORTH CAROLINA
 COUNTY OF RUTHERFORD
 I, _____ REVIEW OFFICER OF RUTHERFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

- REVIEW OFFICER - DATE

REFERENCES:

- Deed of Trust between Julius Ray Owens/Wanda D. Owens and Jan C. Swift/First Union National Bank of North Carolina dated August 15, 1994 and recorded in Deed Book 454, Page 685.
- Unrecorded Plat of Survey for Julius R. Owens and Wanda D. Owens by Nathan Odum, RLS of Professional Surveying Services dated November 10, 1992, being Map # 13362L.

I, R. JOEL JOHNSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (RUTHERFORD CO. BK. 360, PG. 469), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:43,041; THAT THIS PLAT MEETS THE REQUIREMENTS FOR A CLASS C SURVEY; THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET PER SECTION (XIII); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 24th DAY OF MAY, A.D., 2013.

R. JOEL JOHNSON
 SEAL
 LAND SURVEYOR
 RUTHERFORD COUNTY, N.C.
MAY 24, 2013
 R. JOEL JOHNSON REGISTRATION NUMBER L-3882

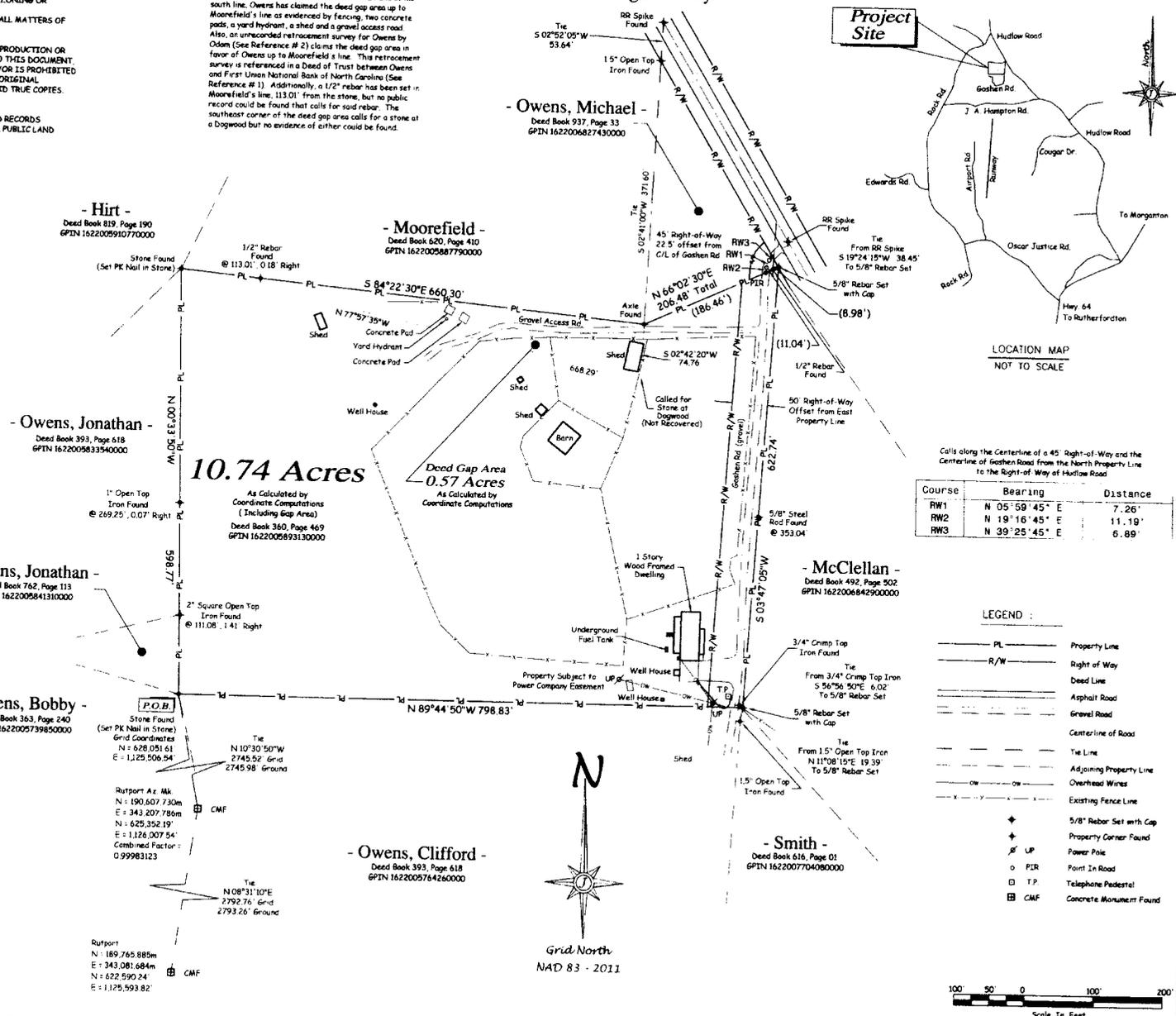
Deed Gap Narrative

There exists a deed gap between Owners (Deed Book 360 Page 469) and Moorefield (Deed Book 620, Page 410) of 0.57 Acres as shown below. Moorefield's deed calls for a stone on the west end and an oak on the east end of his south line. Owens has claimed the deed gap area up to Moorefield's line as evidenced by fencing, two concrete posts, a yard hydrant, a shed and a gravel access road. Also, an unrecorded retracement survey for Owens by Odum (See Reference # 2) claims the deed gap area in favor of Owens up to Moorefield's line. This retracement survey is referenced in a Deed of Trust between Owens and First Union National Bank of North Carolina (See Reference # 1). Additionally, a 1/2" rebar has been set in Moorefield's line, 113.01' from the stone, but no public record could be found that calls for said rebar. The southeast corner of the deed gap area calls for a stone at a Dogwood but no evidence of either could be found.

**Hudlow Road
 NCSR 1510
 60' Right of Way**

Plat Cab. _____, Slide _____

Project Site



**LOCATION MAP
 NOT TO SCALE**

Course	Bearing	Distance
RW1	N 05° 59' 45" E	7.26'
RW2	N 19° 16' 45" E	11.19'
RW3	N 39° 25' 45" E	6.89'

LEGEND:

- PL Property Line
- R/W Right of Way
- Deed Line
- Asphalt Road
- Gravel Road
- Centerline of Road
- The Line
- Adjoining Property Line
- Overhead Wires
- Existing Fence Line
- 5/8" Rebar Set with Cap
- Property Corner Found
- UP Power Pole
- PIR Point In Road
- TP Telephone Pedestal
- CMF Concrete Monument Found



Field Crew: Johnson-Robison Field Book: 13-01, 13-02 Data File: 1302041-44 Dwg. File: 13-02OP Project Number: 13-020	Drawing Scale: 1" = 100' GPTN: 1622005893130000 Title Source: 360/469 Survey Date: May 2013 Plot Date: May 24, 2013	Prepared By: Joel Johnson Land Surveying, Inc. Corporate License C 2436 701 Old Settlement Road Sylva, North Carolina 28779 Tel: 828-586-6488 Fax: 828-631-3792 E-mail: jjohnson31@hotmail.com joeljohnsonlandsurveying.com	Location: 154 Goshen Road, Rutherfordton, NC 28139, Gilkey Township, Rutherford County, North Carolina	Showing: A 10.74 Acre Tract Current Owner: Julius Ray Owens	Plat of Survey for: Rutherford County Airport Authority
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Doc ID: 004286240003 Type: CRP
 Recorded: 06/28/2013 at 02:59:56 PM
 Fee Amt: \$626.00 Page 1 of 3
 Revenue Tax: \$600.00
 Instr# 201200012678
 Rutherford County, NC
 Faye H. Huskey Register of Deeds

BK **1066** PG **401-403**

There are no delinquent taxes that are a lien on
 tax parcel(s) 16-44058
 described in this deed which the Rutherford
 County Tax Collector is charged with collecting.

6-28-13 J. Garrett
 Date Tax Collector

This instrument prepared by Robert W. Wolf,
 a licensed North Carolina attorney.
 Delinquent taxes, if any, to be paid by the
 closing attorney to the County Tax Collector
 upon disbursement of closing proceeds.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **\$600.00**

TAX PIN 1644058 Verified by Rutherford County on the _____ day of _____, 2013

By: _____

Mail/Box to: _____

This instrument was prepared by: **Robert W. Wolf, Attorney at Law** *No Title Examination Performed by Preparer*

Brief description for the Index: **154 Goshen Road, Rutherfordton, NC 28139**

THIS DEED made this 28th day of June, 2013, by and between

GRANTOR

Julius Ray Owens and wife, Wanda D. Owens

154 Goshen Road
 Rutherfordton, NC 28139

GRANTEE

**Rutherford Airport Authority a/k/a
 Rutherford County Airport Authority**

c/o Elizabeth T. Miller
 P.O. Box 800
 Rutherfordton, NC 28139

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple all that certain lot or parcel of land situated in **Gilkey Township, Rutherford County, North Carolina**, and being more particularly described as follows:

See attached Exhibit A for property description.

The property described in this deed does does not contain the primary residence of the Grantors.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 360, Page 469, Rutherford County Registry.

EXHIBIT A

Lying and being in Gilkey Township, Rutherford County, North Carolina, and being that certain 10.74 acre tract as shown on survey by Joel Johnson Land Surveying, Inc., R. Joel Johnson, Registered Land Surveyor, dated May 24, 2013, and recorded in Plat Book 34, Page 25, Rutherford County Registry, reference to which is hereby made for a more completion and accurate description.

(Airport/abs)

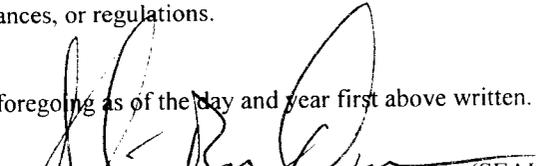
A map showing part of the above described property is recorded in Plat Book , Page , Rutherford County Registry

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

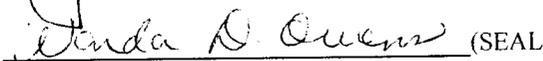
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Ad valorem taxes for the current year and subsequent years, easements, and restrictions of record, and any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.



Julius Ray Owens (SEAL)

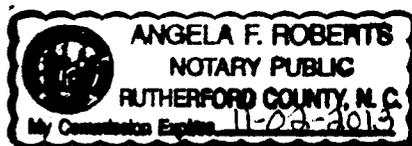


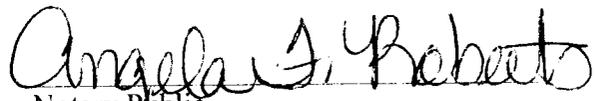
Wanda D. Owens (SEAL)

State of North Carolina - County of Rutherford

I, the undersigned Notary Public of the county and state aforesaid, certify that **Julius Ray Owens and Wanda D. Owens** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial stamp or seal this 28th day of June, 2013.

My Commission Expires:
11-02-2013





Notary Public